

12.3.138v.3
4-12-61

NORTHWEST ASPHALT COMPANY

ESTABLISHED 1931

7343 E. MARGINAL WAY • PARKWAY 2-7373

ASPHALT PAVING • ROAD OILING



GRADING • EQUIPMENT RENTAL

CRUSHED ROCK SURFACING

Seattle 8, Wash. April 12, 1961

SUBMITTED TO

Longview Fibre Company

5901 East Marginal Way South

Seattle 4, Washington

LOCATION OF PROJECT

Parking Areas and Patching

QUOTATIONS SUBJECT TO CHANGE OR CANCELLATION AFTER 30 DAYS

Quantity	Unit	DESCRIPTION OF ITEM	Unit Price	Amount
		Work to consist of: Grading, weed sterilizer, and 2" asphaltic concrete furnished in place on parking areas outlined by Mr. Wheeler, including possible additional crushed rock on rear area. Furnish asphaltic concrete overlay of rough roadway areas as outlined by Mr. Wheeler. Parking areas are to be done on different days in order to maintain parking space.		
		Lump Sum		\$2094.15
		<i>at no extra cost will take lump sum and pay then</i>		
		4% State Sales Tax		
TERMS: NET ON COMPLETION.			TOTAL	

We Cannot Be Responsible for Subgrade Failures.

Price to Be Based on Actual Quantity or Measurement of Completed Areas Unless Indicated as Lump Sum

Soil sterilization (weed killer), if included in contract will be applied at rates specified by manufacturer. NORTHWEST ASPHALT COMPANY will not be responsible for any subsequent growths of horsetail weed, morning glory, deep rooted ferns or perennials.

Kindly Indicate Your Acceptance of This Quotation in Space Provided Below and Return One Copy.

This Agreement is Contingent Upon Strikes, Accidents, Delays of Carriers and Other Delays Unavoidable or Beyond Our Control.

Accepted *Longview Fibre Co*

By *W. C. Clarke*

Date *4/20/61*

NORTHWEST ASPHALT COMPANY

By

George E. Vining
George E. Vining

METROPOLITAN PRESS AND WESTERN

USEPA SF



1256846

LFC001174

AGREEMENT

No. _____

THIS AGREEMENT, made this 21st day of April, 19 61

by and between NORTHWEST ASPHALT COMPANY

, whose address is

7343 East Marginal Way

, hereinafter called

the CONTRACTOR, and the LONGVIEW FIBRE COMPANY

whose address is Longview, Washington

hereinafter called the FIBRE, WITNESSETH:

As full compensation for the work to be performed, the FIBRE agrees to pay the CONTRACTOR Two Thousand Ninety Four Dollars and Fifteen Cents (\$2,094.15)

PARTIAL PAYMENT: The FIBRE will honor requests as outlined below for partial payment of the contract price, when presented with the CONTRACTOR'S invoices and supporting documents, but in no case shall they exceed 90% of the work completed.

Payments will be made only upon submission of invoices, in triplicate, by the CONTRACTOR. All invoices must be supported by

FINAL PAYMENT shall be made upon satisfactory completion of the work and 90 days after acceptance by the FIBRE.

In consideration, therefore, the CONTRACTOR agrees as follows:

WORK TO CONSIST OF: Grading, weed sterilizer and 2" asphaltic concrete furnished in place on parking areas outlined by Mr. Wheeler, including possible additional crushed rock on rear area. Furnish asphaltic concrete overlay of rough roadway areas as outlined by Mr. Wheeler. Parking areas are to be done on different days in order to maintain parking space.

No. _____ (Cont'd)

AGREEMENT: Between NORTHWEST ASPHALT COMPANY
& LONGVIEW FIBRE COMPANY, (Cont'd)

SERVICES: The FIBRE will furnish to the CONTRACTOR, at no charge, the following material, equipment and/or services:

1

The following DRAWINGS AND DOCUMENTS are hereby made a part of this contract:

BEGIN WORK:

COMPLETE WORK:

No. _____ (Cont'd)

AGREEMENT: Between NORTHWEST ASPHALT COMPANY

& LONGVIEW FIBRE COMPANY, (Cont'd)

TERMS AND CONDITIONS:

1. PAYROLLS: The CONTRACTOR shall handle his own payrolls and pay his own employees and/or sub-contractors, and shall comply with all State and Federal laws governing labor, and shall so certify on all labor invoices presented to the FIBRE for payment.

The CONTRACTOR agrees to employ competent foremen and experienced mechanics and agrees to use at all times on the work only such labor as will in no way disturb or affect labor or other contractors employed by the FIBRE. In no event shall the CONTRACTOR hire any employee of the FIBRE either directly or indirectly.

2. INSURANCE: The CONTRACTOR shall provide public liability and property damage insurance, insuring himself and holding the FIBRE harmless against liability for damage to persons or property arising in any way from his performance of this contract in a company or companies satisfactory to the FIBRE and in the amounts of \$ _____/\$ _____ for public liability and \$ _____/\$ _____ property damage. The policy or policies procured shall contain a rider, a copy of which shall be furnished to the FIBRE, to the effect that cancellation cannot be made without ten (10) days' prior written notice to the FIBRE by the insurance company. Upon request the FIBRE shall be furnished with a copy of the policy or policies.

Underwriter: _____ Policy No. _____

3. TAXES: The CONTRACTOR agrees to assume full liability for and indemnify the FIBRE against payment of all taxes to be withheld and all contributions and payments to compensation or employment funds and any like contributions which are or may be required under any State or Federal law measured in any way or to any extent by the amount of salary, wages, or other compensation paid persons employed by the CONTRACTOR.

4. LIENS: No CONTRACTOR, Sub-Contractor, material man, or other person furnishing labor or material for the work herein provided for, or for any alterations or additions thereto, shall have any right to file any mechanic's lien, or claim of any sort or kind, against the premises or any part thereof.

If, however, contrary to this contract condition a lien, or claim of any sort, is filed against the FIBRE, the CONTRACTOR agrees to promptly clear said claim at no cost to the FIBRE. Acceptance of and final payment under the contract does not waive this condition.

5. ASSIGNMENT OF CONTRACT: The CONTRACTOR shall not make any assignment of the monies in this contract; nor will he assign any of the duties or liabilities except as specifically stated under the SUB-CONTRACT clause.

6. SUB-CONTRACTS: The CONTRACTOR shall not sub-contract any portion of this work without first obtaining permission, in writing, from the FIBRE. The CONTRACTOR is wholly responsible for any and all work performed by his SUB-CONTRACTOR. Further, it is the CONTRACTOR'S responsibility to see that his SUB-CONTRACTOR is advised in writing and complies with all the provisions of this AGREEMENT wherein they apply to the CONTRACTOR.

No. _____ (cont'd)

AGREEMENT: between NORTHWEST ASPHALT COMPANY
& LONGVIEW FIBRE COMPANY, (cont'd)

7. INSPECTION: All work or services to be performed under this agreement shall at all times be subject to the inspection and approval of a duly selected representative of the FIBRE and the FIBRE'S Management. Provided, the CONTRACTOR performs any faulty workmanship or supplies material not meeting specifications, the FIBRE may, at its sole discretion,

- (1) Require the CONTRACTOR to remove the faulty workmanship and/or material and replace it with workmanship and/or material satisfactory to the FIBRE and to do so at no cost to the FIBRE. Or
- (2) Estimate what percentage the faulty workmanship and/or material bears to the total contract and reduce the contract by an amount not to exceed this percentage of the total contract amount. If the FIBRE exercises this option on concrete, it will pay on the basis of the ratio of actual test to specified test for that percentage of the total contract amount wherein the CONTRACTOR supplied below specification concrete. The FIBRE'S estimates and deductions shall be final.

8. EXTRA WORK: The FIBRE may increase, decrease, or alter the work to be performed or the materials to be used under the conditions hereof, but the CONTRACTOR shall make no claim for extra work unless same shall be fully agreed upon in writing prior to the performance of any such extra work.

9. PROGRESS: The work shall start upon receipt of notice from the FIBRE and shall be completed upon a _____ hour work week basis in a manner completely satisfactory to the FIBRE. It is specifically agreed that in the event the FIBRE shall at any time be of the opinion that the CONTRACTOR is not proceeding with diligence and in such manner as to complete said work within the required time, then in that event the FIBRE shall have the right to notify the CONTRACTOR and then take over said work and complete same without prejudice to the FIBRE'S rights or remedies for any loss or damage sustained. Any monies owed the CONTRACTOR at the time the job is taken over are to be considered as liquidated damages.

10. DRAWINGS AND SPECIFICATIONS: Where drawings and specifications are included and form part of this agreement, the CONTRACTOR agrees to perform the work in accordance therewith.

11. RULES AND ORDINANCES: The CONTRACTOR shall at all times comply with all:

- (1) Local, State and Federal laws, ordinances, safety regulations and requirements respecting work covered by this Agreement, and
- (2) Regulations of any insurance companies which issue policies on any part of the work or site.

The CONTRACTOR shall acquaint himself with the limits of the property or right-of-way of the FIBRE and guarantee that he will not trespass on other property. All work to be performed under this Agreement shall be done in such a manner as not

No. _____ (conclusion)

AGREEMENT: between NORTHWEST ASPHALT COMPANY

& LONGVIEW FIBRE COMPANY, (conclusion).

to interfere with the operating functions of the FIBRE. The CONTRACTOR and his employees shall familiarize themselves and comply with all posted Company rules as required by the FIBRE of its own employees. A copy of the most common rules is attached for your information.

12. FIBRE EQUIPMENT: During any period that equipment (with or without operator) is rented or borrowed from FIBRE, the CONTRACTOR agrees that he is responsible for the functional operations thereof.

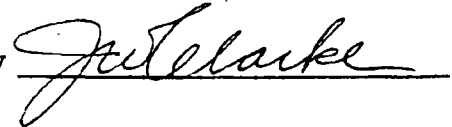
13. CLEANUP: Upon completion of the work, the CONTRACTOR shall remove all excess material, tools, scaffolds and rubbish which have been accumulated on the premises and erected by the CONTRACTOR and leave the premises in a clean and satisfactory condition.

14. The failure of the FIBRE to assert any of its rights under this Agreement shall not be construed as a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the day and year herein first above written.

LONGVIEW FIBRE COMPANY

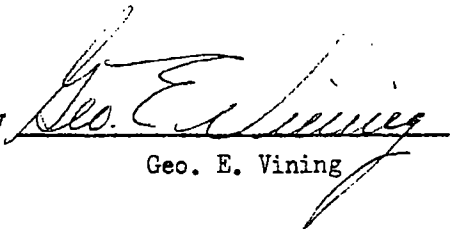
By



NORTHWEST ASPHALT COMPANY

Contractor

By


Geo. E. Vining